

**AGREEMENT**  
**BETWEEN THE BOARD**  
**AND THE**  
**CUSTODIAL/MAINTENANCE ASSOCIATION**

**1. RECOGNITION**

The Board of Education recognizes the Kinnelon Custodial and Maintenance Association as the exclusive representative for collective bargaining concerning the terms and conditions of employment for all custodians, driver and maintenance employees.

**2. SUCCESSOR AGREEMENT**

Not later than the date required by PERC the Board and the Association shall enter into negotiations over a successor agreement.

Negotiations will commence with a meeting between the parties at which time the parties shall present their total proposals for the successor agreement.

**3. GRIEVANCE PROCEDURE**

A. Definition: The term "grievance" means a complaint by any unit member or the Association that, as to that employee there has been a personal injury or loss because of any administrative decision or an unjust application, interpretation or violation of a Board policy or this Agreement.

B. Grievances shall be filed within fifteen (15) calendar days of their occurrence.

C. Procedure

1. STEP ONE

- a. An employee with a grievance shall first discuss it with his immediate supervisor and his principal, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.
- b. If the matter is not resolved informally within fourteen (14) days, the employee shall present his complaint in writing to his immediate supervisor or building principal, whichever is applicable, on the sample form attached hereto as Appendix A.

2. STEP TWO

If the aggrieved person is not satisfied with the disposition of this grievance at Step One, or if no decision has been rendered within ten (10) days after presentation of the grievance, he may file the grievance in writing with the Association. The association or the aggrieved person may then refer the grievance within ten (10) days to the Business Administrator.

3. STEP THREE

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Business Administrator, said aggrieved person may appeal within ten (10) days to the Board of committee of the Board by submitting to the Board Secretary a request in writing that the Board hear the matter at the earliest opportunity. The President of the Board shall schedule review of the appeal at an executive session or special meeting with the proviso that the review be made no later than thirty (30) days after the date of receipt of the written request. The Board shall submit a written response within fourteen (14) days of the review.

D. Miscellaneous

1. Any party of interest may be represented to all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board may be represented by any representative of its own choosing.
2. If, in the judgment of the Association, a grievance affects a group or class of employees in more than one work location the Association may submit such grievance in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Step Two.
3. Decisions rendered at Step One which are unsatisfactory to the aggrieved person and all decisions rendered at Steps Two and Three of the grievance procedure shall be in writing. Such reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
4. All documents, communications and records dealing with processing of a grievance shall not be included in the employee's personnel folder.

4. **FIREMAN'S LICENSE**

- A. Personnel who hold a Black Seal Fireman's License shall post the license in the boiler room.
- B. Employees who do not hold a Black Seal License will be permitted to attend the required classes to obtain the license. The Board shall pay for the cost of enrollment one time. The starting and ending time of the workday for employees on the afternoon shifts will be adjusted to permit attendance at the Black Seal School without loss of pay. The employee shall work four (4) hours on Black Seal School days.
- C. Employees hired after January 1, 1987 may be discharged without recourse to the grievance procedure if the employee fails to obtain a Black Seal License within one (1) year of his/her employment date.

5. **HEALTH BENEFITS**

Family N.J. Blue/Cross Blue /Shield, Rider J., Major Medical and Delta Dental Plan of New Jersey or equivalent with no deductible.

6. **PERSONAL ILLNESS**

All contract personnel shall be entitled to one (1) sick leave day per month. Unused sick leave shall be accumulated from year to year with no maximum limit.

7. **TEMPORARY LEAVES OF ABSENCE**

- A. All contract personnel shall be entitled to two (2) personal business days per year with prior approval; one with a reason, one without, at least two days in advance. Ten (10) additional days for family illness and/or death in the family will be granted with approval of the building principal and business administrator. Family for family illness is defined as parent, spouse, child and siblings if the sibling lives in the same household. Family for bereavement is defined as parent, spouse, child, sibling, or in-laws. Up to two (2) days listed in this subsection may be used in the event of death of any of the following family members: mother/father-in-law, grandparent and grandchild.
- B. Unused personal days will accumulate as sick leave days for possible use as sick leave days in future years, or for possible conversion at retirement. Also, members of the unit who do not utilize any family illness days will be credited with one (1) additional day of accumulated sick leave.

8. **VACATIONS**

- A. Two (2) weeks vacation during July or August after one year of service. The last week in August will not be available for vacation. (Vacation period shall be approved by the head custodian, building principal and business administrator.) For less than one (1) year of service, vacation shall be prorated.
- B. After eight (8) years of service, an employee will receive three (3) weeks of vacation per year and after thirteen (13) years of service, four (4) weeks vacation. All vacation is subject to approval of the building principal and business administrator.
- C. Ten-month custodian will be entitled to seven (7) days vacation pay.

9. **HOLIDAYS**

- A. Holidays listed below will be afforded on the day listed in the school calendar. Should the holidays listed below fall on a Sunday, the following Monday will serve as the holiday (in keeping with the practice prescribed by the State of New Jersey N.J.S.A. 36:1).
- B. All full-time (8 hours per day) twelve (12) month personnel covered by this contract will receive fourteen (14) paid holidays per year. The Fourteen (14) paid holidays shall include:

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
New Year's Day  
Memorial Day

The remaining eight (8) holidays will be scheduled by the Board at the time the school calendar is set. These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks' notice of the change to be given to employees. The holiday schedule will be distributed to each employee the month of July.

10. **EMERGENCIES**

Personnel called in on emergencies and/or for other reasons (excluding building checks) shall be paid for a minimum of two (2) hours at time and one-half (1 1/2) their regular hourly rate and at double time on Sundays and holidays.

11. Four (4) sets of uniform work clothes and one (1) pair of shoes shall be provided for each contract employee at a cost not to exceed \$225.00 for custodians and \$250.00 for maintenance personnel in 1992/93 and not to exceed \$225.00 for custodians and \$250.00 for maintenance personnel in 1993/94. Prior approval of the Business Administrator is needed if custodians want to purchase anything other than what is listed above. The Board agrees to provide the clothing allowance at the beginning of the school year.
12. Any work over eight (8) hours per day and/or forty (40) hours per week shall be compensated at the rate of one-and-one-half times (1 1/2) of the employee's hourly rate; paid leaves of absences and holidays are included in the forty (40) hours. Employees working overtime in excess of six (6) hours in one week will not be granted personal days the following week unless the personal day was scheduled prior to the overtime being scheduled. all work performed on Sundays and holidays as listed in this agreement shall be paid for at two (2) times the regular hourly rate.
13. Any hourly employee working at least thirty (30) hours per week on a continuous basis will be granted credit for vacation purposes from the date of original employment if the individual is eventually hired on a contract basis. The Board agrees to adopt a calendar prior to July 1st for the next contract year.

14. **NEW EMPLOYEES**

For all new contract employees, there will be a thirty (30) day trial period. During the trial period, termination may occur at any time. After the trial period is complete, these thirty (30) days will count toward vacation credit.

15. Head custodians or an alternate who is approved in advance by the Business Administrator will be responsible for checking the school each day school is not open from November 1st through March 31st. When the building check is performed by someone other than the head custodian there will be a pay adjustment as follows:

High School	\$15.00
Pearl Miller	\$14.00
Stonybrook	\$13.00
Kiel	\$12.00

The head custodian pay will be reduced and the alternates pay will be increased by these amounts.

16. Whenever any employee retires from the Kinnelon School District under the terms of PERS or TPAF Pension Funds, they will be reimbursed as follows: During 1992/93 - \$25.00 per day of accumulated and unused

sick leave, during 1993/94 - \$30.00 per day of accumulated and unused sick leave. Notification of retirement must be given prior to December 1st of year before actual retirement. Payment will be made during July in the next budget year. If notification takes place after December 1st, payment will be made as soon as possible in the next budget year.

17. On snow days when blizzard conditions exist (decided by Business Administrator), employee hours will be from 8:30 AM to 3:30 PM This section shall also apply to other emergencies as by the Business Administrator.

18. **PROMOTIONS AND OTHER JOB OPENINGS**

All job openings to be posted for a minimum of five (5) work days. Interviews for promotional positions will be granted to unit members who apply.

19. **ASSOCIATION RIGHTS**

Transacting Association business, use of school building facilities and equipment, and use of inter-school mail, as long as the above do not interfere with normal school operations or the employees' duties.

20. **WAGES** See attached Salary Guides

21. **DURATION**

July 1, 1992 to June 30, 1994

Base salary, overtime and longevity are retroactive to July 1, 1992.

22. **MISCELLANEOUS**

{ All members must call their immediate supervisor and the Business Office prior to starting their shift with any illness.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first written above.

KINNELON CUSTODIAN/MAINTENANCE  
ASSOCIATION

KINNELON BOARD OF  
EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
March 15, 1993

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Robert E. Rucker*  
Secretary

\_\_\_\_\_  
March 15, 1993

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
March 15, 1993

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Charles H. H.*  
Secretary

\_\_\_\_\_  
March 15, 1993

\_\_\_\_\_  
Date

## SALARY GUIDE 1992/93

### CUSTODIANS

1.	16,252
2.	17,450
3.	18,842
4.	19,998
5.	21,141
6.	22,373
7.	23,600
8.	24,914
9.	26,252
10.	27,635
11.	28,903
12.	30,302

### MAINTENANCE

1.	18,050
2.	19,248
3.	20,441
4.	21,717
5.	22,971
6.	24,171
7.	25,421
8.	26,696
9.	28,088
10.	29,348
11.	30,608
12.	31,792

### STIPENDS

Black Seal	\$ 600
Maintenance Mechanic	\$1,198

### HEAD CUSTODIAN

Kiel	\$1,079
Stonybrook	\$1,198
Pearl Miller	\$1,498
High School	\$1,797

### LONGEVITY

25 years	\$1,750
15 years	\$ 750

## SALARY GUIDE 1993/94

### CUSTODIANS

1.	16,162
2.	17,360
3.	18,752
4.	19,908
5.	21,051
6.	22,283
7.	23,510
8.	24,824
9.	26,162
10.	27,545
11.	28,813
12.	30,212
13.	31,312

### MAINTENANCE

1.	17,960
2.	19,158
3.	20,351
4.	21,627
5.	22,881
6.	24,081
7.	25,331
8.	26,606
9.	27,998
10.	29,258
11.	30,518
12.	31,702
13.	32,802

### STIPENDS

Black Seal	\$ 600
Maintenance Mechanic	\$1,198

### HEAD CUSTODIAN

Kiel	\$1,079
Stonybrook	\$1,198
Pearl Miller	\$1,498
High School	\$1,797

### LONGEVITY

25 years	\$1,750
15 years	\$ 750



12/15/94

SALARY GUIDE					
84-85					
CUSTODIANS			MAINTENANCE		
STEP		RAISE	STEP		RAISE
1	16183		1	17981	
2	17381	1219	2	19179	1219
3	18775	1413	3	20372	1214
4	19929	1177	4	21648	1297
5	21072	1164	5	22902	1275
6	22304	1253	6	24102	1221
7	23531	1248	7	25352	1271
8	24845	1335	8	26627	1296
9	26183	1359	9	28019	1413
10	27588	1404	10	29279	1281
11	28834	1289	11	30539	1281
12	30233	1420	12	31723	1205
13	32333	2121	13	33823	2121
		1021			1021

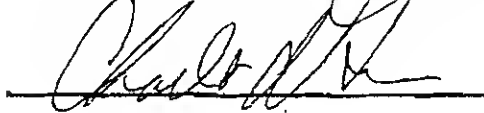
15 December 1994

Memorandum of Agreement

The Kinnelon Custodian and Maintenance Association and the Kinnelon Board of Education agree to the following:

1. The base figure shall increase by 4.99% for 1994-95 raises;
2. Agency Fee clause as in the teachers contract;

For the Board of Education:



For the Association:



Robert E. Ricker  
TREASURER